

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WISCONSIN**

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**WISCONSIN LABORERS HEALTH FUND,  
WISCONSIN LABORERS PENSION FUND,  
WISCONSIN LABORERS APPRENTICESHIP  
WISCONSIN LABORERS DRUG FUND  
AND TRAINING FUND, BUILDING AND PUBLIC  
WORKS LABORERS VACATION FUND,  
and JOHN J. SCHMITT (in his capacity as Trustee),**

**WISCONSIN LABORERS DISTRICT COUNCIL,**

**WISCONSIN LABORERS-EMPLOYERS  
COOPERATION AND EDUCATION TRUST FUND,**

**Plaintiffs,**

**v.**

**Case No. 21-cv-416**

**EXPERT DEMOLITION, INC.,**

**Defendant.**

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**COMPLAINT**

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**NOW COME** the Plaintiffs, by their attorneys, and as and for a cause of action against the Defendants, allege and show to the court the following:

**Jurisdictional and Venue**

1. Jurisdiction of this Court upon Defendant Expert Demolition, Inc. is founded upon section 502 of the Employee Retirement Income Security Act of 1974 ("ERISA") (29 U.S.C. § 1132) and section 301(a) of the Labor Management Relations Act of 1947 ("LMRA"), as amended (29 U.S.C. § 185(a)), in that the Plaintiffs are aggrieved by the Defendant's violation of certain collective bargaining agreements, trust plans and trust agreements, and Defendant's continued refusal to submit, as well as untimely submission

of, contributions in accordance with the terms of those plans and agreements, thereby violating the provisions of ERISA, the Multi-Employer Pension Plan Amendments Act (“MPPAA”), the terms and provisions of the employee benefit plans, LMRA § 301, and the common law of the State of Wisconsin.

2. Venue lies in this Court under ERISA § 502(e)(2) (29 U.S.C. § 1132(e)(2)) in that all of the Plaintiffs are administered at their offices located in Dane County, Wisconsin.

### **Parties**

3. Plaintiff Wisconsin Laborers Health Fund, Wisconsin Laborers Pension Fund, Wisconsin Laborers Apprenticeship and Training Fund, Wisconsin Laborers Drug Fund, and Building and Public Works Laborers Vacation Fund are employee benefit plans within the meaning of ERISA §§ 3(2), (3) and (37), 502 and 515, as amended by the MPPAA (codified as amended at 29 U.S.C. §§ 1002(2), (3) and (37), 1132 and 1145), and brings this action on behalf of the Trustees, participants and beneficiaries of said plan. Said plan maintains offices at 4633 LIUNA Way, Suite 201, DeForest, Wisconsin 53532.

4. Plaintiff John J. Schmitt is a Trustee and a fiduciary of the Wisconsin Laborers Health Fund and as such has standing to be a Plaintiff in this action and to seek the remedies prayed for. John J. Schmitt maintains an office at 4633 LIUNA Way, Suite 201, DeForest, Wisconsin 53532.

5. Plaintiff Wisconsin Laborers District Council (“District Council”) is a labor organization within the meaning of 29 U.S.C. § 158 et seq. Said labor organization maintains offices at 4633 LUINA Way, Suite 101, DeForest, Wisconsin 53532.

6. Plaintiff Wisconsin Laborers-Employers Cooperation and Education Trust Fund (“LECET Fund”) is an employee benefit plan governed by a Board of Trustees consisting of union and labor employee appointees as provided by LMRA § 302(c)(5) (29 U.S.C. § 186(c)(5)), whose purpose is to address areas of common concern to labor and management in the construction industry. Said Plan maintains offices at 4633 LIUNA Way, Suite 201, DeForest, Wisconsin 53532.

7. Expert Demolition, Inc. is a domestic corporation organized under the laws of Wisconsin, engaged in business with principal offices located at 28059 Industrial Avenue, Lake Barrington, IL 60010. The company’s registered agent for service of process is Enrique Rojas, 811 E Streamwood Boulevard, Streamwood, IL 60107.

### **Facts**

8. Expert Demolition, Inc. is an employer and party in interest in an industry affecting commerce within the meaning of ERISA §§ 3(5), (11), (12) and (14) (29 U.S.C. §§ 1002(5), (11), (12) and (14)) and the LMRA (29 U.S.C. § 151, et seq.).

9. For all times relevant, Expert Demolition, Inc. was and remains a party to and agreed to abide by the terms of one or more collective bargaining agreements (“Labor Agreements”) between itself and the District Council.

10. The Labor Agreements described herein contain provisions whereby Expert Demolition, Inc. agreed to make contributions and payments to the Plaintiffs by the fifteenth day of the month after the one during which the work was performed.

11. By execution of said Labor Agreements, Expert Demolition, Inc. adopted the trust agreements and amendments thereof; which establish and govern the Funds and are necessary for their administration, and designated as their representatives on the

Board of Trustees such Trustees as have been named and appointed pursuant to said trust agreements, together with their successors selected in the manner provided in such trust agreements, and thereby ratifying all actions already taken or to be taken within the scope of their authority, such as but not limited to the adoption of policies relevant to this lawsuit, including but not limited to the Policy on Employer Accounts.

12. Expert Demolition, Inc. has failed to remit to the Plaintiffs all contributions required by its collective bargaining agreements with the District Council.

13. Even when Expert Demolition, Inc. has remitted contributions to the Plaintiffs, it has often failed to do so by the fifteenth day of the month following the one during which the work was performed; so that, pursuant to the Policy on Employer Accounts that is binding upon Expert Demolition, Inc., it owes to the Plaintiffs interest of 1.5% per month and liquidated damages of 20% on all untimely remitted contributions.

14. Upon information and belief Expert Demolition, Inc. has withheld from the paychecks of its employees, yet failed to remit to the Plaintiffs, working dues owed by its employees to the District Council.

15. Despite demand from the Funds' auditor, Expert Demolition, Inc. has denied the Funds' auditor access to books and records needed to compile an audit for the period September 9, 2020 to the Present.

**Claim One Against Expert Demolition, Inc.**  
**Violation of ERISA §§ 502 and 515 (29 U.S.C. §§ 1132 and 1145)**

15. As and for a first claim for relief against Expert Demolition, Inc., the Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 14 above and incorporate the same as though fully set forth herein word for word.

16. Expert Demolition, Inc. has failed to remit to the Plaintiffs all contributions required by its collective bargaining agreement with the District Council, in violation of 29 U.S.C. §515.

17. Therefore, on all contributions that remain unpaid from September 9, 2020 through the date of the filing of this Complaint, the Plaintiffs are entitled to recover from Expert Demolition, Inc. all owed contributions; as well as their market value attorneys' fees of collection, interest at 1.5% per month, and liquidated damages of 20% on all owed contributions pursuant to 29 U.S.C. §502(g), the Policy on Employer Accounts, and applicable collective bargaining agreements.

**WHEREFORE**, the Funds demand the following relief:

1. Judgment on behalf of the Funds and against Expert Demolition, Inc.:
  - A. For unpaid contributions, interest, and liquidated damages owed to the Plaintiff Funds for the period September 9, 2020 to the present;
  - B. For unpaid contributions, interest, and liquidated damages owed to the Plaintiff Funds becoming due and/or arising after the commencement of this lawsuit through the date of judgment; and
  - C. Actual attorney fees and the costs of this action.
2. An order directing Expert Demolition, Inc. to fully submit to an audit of the company's books and records by the Funds' designated representative for the period

September 9, 2020 to the Present.

3. The Court should retain jurisdiction pending compliance with its order.
4. For such other, further, or different relief as the Court deems just and proper.

Dated this 25th day of June 2021.

/s/Alex J. Sterling  
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